

UNION BANK

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I.C.C.
FEE OPERATION BR.

RALPH E. HESS
Senior Vice President

May 2, 1979

CERTIFIED MAIL #788694

0353
RECORDATION NO. Filed 1425

MAY 08 1979
Fee \$ 50.00

ICC Washington, D.C.

INTERSTATE COMMERCE COMMISSION

Secretary of the Interstate
Commerce Commission
Twelfth and Constitution Avenue N.W.
Room 1227
Washington, D.C. 20423

Dear Sir:

Please find enclosed three original executed counterparts of a Security Agreement between L. Duncan Threlkeld and Jo Beth Threlkeld, with their principal office at 3141 Northwest Expressway, Suite 904, Oklahoma City, Oklahoma 73112, and Union Bank and Trust Company, with its principal office at 4921 North May Avenue, Oklahoma City, Oklahoma 73112, and cashier's check No. 111105 in the amount of \$50.00 for payment of your recordation fee. We request that you record this document pursuant to §1116 of Title 49 of the Code of Federal Regulations. Please note that the principal Debtor/Mortgagor is L. Duncan Threlkeld and Jo Beth Threlkeld and the Secured Party/Mortgagee is Union Bank and Trust Company of Oklahoma City, and the equipment covered by the document consists of two (2) Class DOT 105A300W, 34,000 gallon general purpose tank cars, Registration Numbers LAMX 48 and LAMX 49.

When recorded, please return an original counterpart to the undersigned in care of Union Bank and Trust Company, 4921 North May Avenue, Oklahoma City, Oklahoma 73112.

Sincerely,

Ralph E. Hess
Senior Vice President

REH/jrs

Enclosures

100% 100%

Interstate Commerce Commission
Washington, D.C. 20423

5/14/79

OFFICE OF THE SECRETARY

Ralph E. Hess
Senior Vice President
Union Bank & Trust Company
P.O. Box 12669
Oklahoma City, Okla. 73112

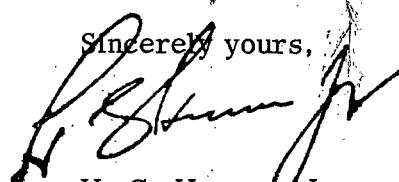
Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C.

11303, on 5/8/79 at 3:00pm, and assigned recordation number(s).

10353

Sincerely yours,


H. G. Hommer, Jr.
Secretary

Enclosure(s)

SE-30
(3/79)

May 2, 1979

SECURITY AGREEMENT

DEBTOR NAME AND ADDRESS

THRELKELD, L. DUNCAN and
 THRELKELD, JO BETH
 3141 Northwest Expressway, #904
 Oklahoma City, Oklahoma 73112

BANK NAME AND ADDRESS

UNION BANK AND TRUST COMPANY
 4921 North May Avenue
 Oklahoma City, Oklahoma 73112

RECORDATION NO. 0353
 Filed - 1425

MAY 8 1979 - 3:00 PM

As of the Date indicated above, the undersigned Debtor and the undersigned Bank, with addresses as they appear herein, agree to the following:

I. Grant of a Security Interest. For value received, Debtor hereby grants to Bank a security interest in the property described in Paragraph II, which property is hereinafter referred to as "Collateral". This security interest is given to secure the obligations of Debtor to Bank, as more fully set forth in Paragraphs VI and VII hereof.

II. Collateral. The Collateral shall include the property described below, all additions, accessions and substitutions thereto and therefor, and all accessories, parts and equipment now or hereafter affixed thereto or used in connection therewith. The Collateral shall also include all similar property hereafter acquired other than consumer goods acquired more than ten days after the date of this Agreement. The Collateral shall in addition include the proceeds and products of the Collateral and all money and property owned by Debtor which is now or which hereafter may be possessed or controlled by Bank, whether by pledge, deposit or otherwise.

DESCRIPTION OF COLLATERAL

Two (2) DOT 105A300W, 34,000 gallon nominal capacity railway tank cars, non-coiled and insulated, equipped with 100 ton roller bearing trucks and numbered LAMX 48 and LAMX 49.

III. Use and Ownership of Collateral. Debtor warrants that the Collateral is to be used primarily for one or more of the following purposes only:

- Personal, family or household purposes, Farming operations, or Business other than farming operations.

Debtor warrants that the Collateral is:

- Now owned solely by Debtor, or Being acquired solely by Debtor with the proceeds of loans secured by this Agreement.

IV. Address of Debtor. Debtor warrants that the address shown above is Debtor's residence, or if Debtor is a corporation or a partnership, that the above address is its principal place of business. Debtor agrees to notify Bank promptly of any change in address.

V. Location of Collateral. Debtor warrants that the location of the Collateral will not be changed except with the written prior consent of Bank, and that the Collateral is or promptly will be located as follows:

- At Debtor's address as shown above, or At the following address: N/A

If Collateral includes a vehicle (or vehicles) covered by a certificate of title registration, Debtor warrants that the location of the Collateral indicated above is the place where the Collateral normally will be garaged, hangared, moored, or otherwise kept between uses. Debtor warrants said vehicle (or vehicles) is now or promptly will be registered and licensed as follows:

State of N/A

If the Collateral includes "mobile equipment" not covered by a certificate of title registration (examples being some motor vehicles, trailers, airplanes, shipping containers, road building and construction machinery, commercial harvesters, oil rigs and such other mobile goods which are capable of being used in more than one jurisdiction whether or not Debtor intends to so use), Debtor warrants that the location of such Collateral as set forth above is the place where it will be normally stored when not in use.

If the Collateral is to become a fixture, Debtor warrants that it has not yet been affixed to any real property, and when it is, it will be affixed to real property having the following legal description:

N/A

VI. Obligations of Debtor Secured by this Agreement. The security interest herein granted is given to secure all of the obligations of Debtor to Bank including: A. The performance of all of the agreements, covenants and warranties of Debtor as set forth in this or any other agreement between the parties; B. All liabilities of Debtor to Bank of every kind and description including: (1) all future advances, (2) both direct and indirect liabilities, (3) liabilities due or to become due and whether absolute or contingent, and (4) liabilities now existing or hereafter arising and however evidenced; C. All extensions and renewals of liabilities for any term or terms; D. All interest due or to become due on the liabilities of Debtor to Bank; E. All expenditures by Bank for taxes and insurance on, repairs to and maintenance of Collateral; F. All expenditures by Bank involving the performance of or enforcement of any agreement, covenant or warranty provided for by this or any other agreement between the parties; and G. All costs, attorney's fees, and other expenditures of Bank in the collection and enforcement of any obligation or liability of Debtor to Bank and in the collection and enforcement of or realization upon any of the Collateral.

VII. Future Advances. It is specifically agreed that the obligations of Debtor secured by this Agreement include all future advances by Bank to Debtor as set forth in Paragraph VI above.

VIII. Additional Provisions. This Agreement is subject to Additional Provisions set forth on the reverse side hereof, the same being incorporated herein by reference.

BANK SIGNATURE

UNION BANK AND TRUST COMPANY

BANK NAME

Ralph E. Hess
 Sr. Vice Pres.

By Title

DEBTOR SIGNATURE

Name L. Duncan Threlkeld

Name Jo Beth Threlkeld

CORPORATION OR PARTNERSHIP NAME

By

Title

